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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
	:	
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NOTICE OF ASSUMPTION AND/OR ASSIGNMENT
OF EXECUTORY CONTRACT OR UNEXPIRED LEASE

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 105(a) And Fed. R. Bankr. P. 2002 And 9014 Approving (i) Bidding Procedures, (ii) Certain Bid Protections, (iii) Form And Manner Of Sale Notices, And (iv) Setting Of A Sale Hearing (the "Bidding Procedures

Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 22, 2006, MobileAria, Inc. ("MobileAria") has entered into an Asset Sale and Purchase Agreement ("Agreement"), which Agreement is subject to an overbid auction, with Wireless Matrix USA, Inc. (the "Purchaser") for the purchase of substantially all of MobileAria's assets (the "Assets"). Capitalized terms used but not otherwise defined in this notice (the "Notice") shall have the meaning ascribed to them in the Bidding Procedures Order.

2. Pursuant to the terms of the Agreement and subject to completion of a competitive bidding process described in the Bidding Procedures Order and the attachments thereto, MobileAria will seek to assume and/or assign the contracts listed on Exhibit 1 hereto (the "Assigned Contracts") at the hearing to be held at 10:00 a.m. (Prevailing Eastern Time) on July 19, 2006 (the "Sale Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

3. Objections, if any, to the assumption and/or assignment of an Assigned Contract must (a) be in writing, (b) state with specificity the reasons for such objection, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on May 19, 2006 (Docket No. 3824), (d) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (e) be submitted in hard-

copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (f) be served in hard-copy form so it is actually received within ten days after the date of this Notice upon (i) MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040 (Att'n: Richard Lind), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchaser, Cooley Godward LLP, 101 California Street, Fifth Floor, San Francisco, California 94114 (Att'n: Gregg S. Kleiner), and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

4. If an objection to the assumption and/or assignment of an Assigned Contract is timely filed, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at the Sale Hearing or such date and time as the Court may schedule. If no

objection is timely received, the nondebtor party to the Assigned Contract shall be forever barred from asserting any other claims, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Assigned Contract, against the Debtors or the Purchaser, or the property of either of them, as to such Assigned Contract.

5. Pursuant to 11 U.S.C. § 365, there is adequate assurance of future performance that the Cure Amount set forth in the Cure Notice shall be paid in accordance with the terms of the Sale Order. Further, there is adequate assurance of the Purchaser's future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Purchaser.

6. Prior to the Closing Date, MobileAria may amend its decision with respect to the assumption and/or assignment of any Assigned Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York
June 29, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT 1

MSI
Attn: Michael D. Sides
President
30 McCormick Way
Lincoln University PA 19352

Contract to be assumed:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and MSI

EXHIBIT 1

Otel Telecom
Attn: Otto White
300 - 74th Avenue NE
St. Petersburg FL 33702-5430

Contract to be assumed:
Installation Services Agreement dated June 15, 2006 between MobileAria, Inc. and OTEL Telecom

EXHIBIT 1

Auto Page Unlimited Inc.
Attn: Brian Schulze
370 E. Irving Park Road
Wood Dale IL 60191

Contract to be assumed:
Installation Services Agreement dated June 12, 2006 between MobileAria, Inc. and Auto Page Unlimited Inc.

EXHIBIT 1

Absolute Wireless Inc.
Attn: Oscar Castano
26250 Industrial Boulevard
Suite 50
Hayward CA 94545

Contract to be assumed:
Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and Absolute Wireless Inc.

EXHIBIT 1

Janus Logistics
85 Orchard Valley Drive
Cranston RI 02921

Contract to be assumed:
Installation Services Agreement dated June 2006 between MobileAria, Inc. and Janus Logistics

EXHIBIT 1

Bridgetown Communications
3923 28th Street, Ste. 184
Grand Rapids MI 49512

Contract to be assumed:
Installation Services Agreement dated June 13, 2006 between MobileAria, Inc. and Bridgetown Communications.

EXHIBIT 1

Bridgetown Communications
3923 28th Street, Ste. 184
Grand Rapids MI 49512

Contract to be assumed:
Mutual Confidentiality Agreement between MobileAria, Inc. and Bridgetown Communications dated June 13, 2006

EXHIBIT 1

PHH Vehicle Management Services, LLC (PHH Aral)
Attn: David J. Coleman
940 Ridgebrook Road
Sparks MD 21152-9390

Contract to be assumed:
Fleetoutlook Services Agreement dated June 10, 2006 between MobileAria, Inc. and PHH Vehicle Management Services, LLC

EXHIBIT 1

CMango Services Management Company
Attn: Zureme Zimoga
704 Town & Country Village
Sunnyvale CA 94086

Contract to be assumed:
Remedy Invoice Number CMG121272 dated August 9, 2005

EXHIBIT 1

CMango Services Management Company
Attn: Zureme Zimoga
704 Town & Country Village
Sunnyvale CA 94086

Contract to be assumed:
Remedy Invoice Number CMG121524 dated February 17, 2006

EXHIBIT 1

CMANGO, Inc.
1300 Crittenden Lane #200
Mountain View CA 94043

Contract to be assumed:
WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006

EXHIBIT 1

R Systems, Inc.
5000 Windplay Drive
Suite 5
El Dorado Hills CA 95762

Contract to be assumed:
Call Center Services Agreement effective October 31, 2005, between MobileAria, Inc. and R Systems, Inc.

EXHIBIT 1

QWest Interprise Networking
Attn: Manager
Department 047
Contract No. CPE147845516ABA
Denver CO 80271

Contract to be assumed:
QWest Interprise Networking Invoice # 30122677 dated November 17, 2005

EXHIBIT 1

DHL Danzas
14076 Collections Center Drive
Chicago IL 60693

Contract to be assumed:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 6, 2006

EXHIBIT 1

DHL Danzas
14076 Collections Center Drive
Chicago IL 60693

Contract to be assumed:
Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 16, 2006

EXHIBIT 1

Clint Suson
57A Boardman
San Francisco CA 94103

Contract to be assumed:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Clint Suson dated July 18, 2005.

EXHIBIT 1

Mr. Raul Reyes
1675 McGinness Ave.
San Jose CA 95127

Contract to be assumed:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Raul Reyes dated May 24, 2006

EXHIBIT 1

Carmell LaVett Oliver
3015 Clear Coast Ct.
Vallejo CA 94591

Contract to be assumed:
Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Carmell L. Oliver dated March 22, 2006

EXHIBIT 1

BMC Software Distribution, Inc.
PO Box 201040
Houston TX 77216-0001

Contract to be assumed:
BMC Software Invoice Number 6226052 and dated June 14, 2006 for Remedy Software

EXHIBIT 1

BMC Software Distribution, Inc.
PO Box 201040
Houston TX 77216-0001

Contract to be assumed:
Remedy Software Contract Number 52856

EXHIBIT 1

Consortium Executive Search, Inc.
Chuck LeVerve
1875 South Bascom 116-213
Campbell CA 95008

Contract to be assumed:
Settlement Agreement dated June 5, 2002 with Consortium Executive Search, Inc.

EXHIBIT 1

Orbcomm
2115 Linwood Avenue
Suite 100
Fort Lee NJ 07024

Contract to be assumed:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..

EXHIBIT 1

Orbcomm
21700 Atlantic Boulevard
Dulles VA 20166

Contract to be assumed:
Renewal of US Value Added Reseller Agreement with Orbcomm dated May 10, 2006..